

FOR OFFICIAL USE ONLY (When filled in)
BOAT MOORING AND STORAGE AGREEMENT

SUPPORTING DIRECTIVE BUPERSINST 1710.11C

This agreement, made on _____ (completion date), is by and between

_____ (MWR Marina) and

_____ (Patron's complete name), whose

mailing address is: _____
(Number and Street Name)

_____ (City, State and Zip Code)

_____ (Area code and telephone number)

This Agreement is specific to Patron's request for permission to _____ (moor/Store) a privately owned vessel at the installation's MWR Marina. As part of this Agreement, the MWR activity agrees to grant such permission to the Patron subject to the conditions and limitations agreed upon and discussed below. In consideration of the mutual promises contained herein, both parties agree as follows:

1. This agreement will commence on _____ (date), and will terminate on _____ (date).

2. The MWR Marina agrees to rent _____ (space, slip, buoy number), to the Patron and permit use of the facilities at the MWR Marina for the following vessel and/or trailer:

Vessel Name: _____

Vessel Year: _____. Vessel Make: _____. Length: _____

Vessel Registration/Title No.: _____. State: _____

Trailer Description (if any): _____

Trailer Registration/Title No.: _____. State: _____

Owner of record: _____
(Full name as it appears on title)

_____ (Complete mailing address)

BOAT MOORING AND STORAGE AGREEMENT (CONTINUED)

SUPPORTING DIRECTIVE BUPERSINST 1710.11C

Additional Owner or Lien Holder of record: _____

(Full name as it appears on title)

(Complete mailing address)

3. Patron agrees to maintain third party commercial liability insurance on the vessel and trailer (if any) described above throughout the entire term of this Agreement. Failure to maintain such insurance constitutes a breach of the Agreement and is grounds for termination of the Agreement and removal of Patron's vessel, trailer, and/or other property.

Insurance Company: _____

Policy Number: _____. Policy ending date: _____
(day) (month) (year)

4. Patron agrees to pay MWR Marina the sum of \$_____ per month/season/year (circle one), in the form of rent. Such payments shall commence on _____ and continue to be payable on the _____ day of each month (day) (month) (year) thereafter. Total rent payable by this agreement is \$_____. Any vessel, trailer, or other personal equipment/property left on the MWR Marina premises beyond the dates of this agreement shall accrue storage fees at a rate of \$_____ per day. Patron agrees to pay all costs and fees resulting from any action taken by the MWR Marina to remove abandoned vessel(s) and property.

5. Patron is required to keep all information provided for in this Agreement current. By Federal law, military installations may retain the proceeds from the sale of any lost, abandoned, or unclaimed personal property, to include privately owned vehicles and vessels, found on a military installation. However, no property may be disposed of until diligent effort has been made to find the owner (or the heirs, next of kin or legal representative of the owner). The Patron information required by this Agreement will be used to locate the Patron and other legal owners of the vessel and trailer, if any.

6. If more than one owner, this Agreement applies jointly and severally to all owners of the specific boat and trailer described in this agreement. Notice provided to one owner constitutes notice to all owners for all purposes whatsoever.

7. Patron agrees and understands that this Agreement is valid only for the specific boat and trailer described above. This agreement cannot be transferred, sold, conveyed, demised, bequeathed, or otherwise disposed of in any manner to any other persons. Any agreement to the contrary is and will be totally null, void, and unenforceable. If during the term of this Agreement, Patron sells, transfers, or conveys title to the boat and/or trailer described above, Patron agrees to inform the MWR Marina. Patron further agrees that prior to the effective date of such sale, transfer, or conveyance of boat and/or trailer title, the boat and trailer will be removed from the MWR Marina at no cost to the MWR Marina.

BOAT MOORING AND STORAGE AGREEMENT (CONTINUED)

SUPPORTING DIRECTIVE BUPERSINST 1710.11C

8. This Agreement can be terminated at any time, with no cause given, by the MWR Marina. Such termination will be effective ten (10) calendar days from the date that written notice is placed in the United States mail, addressed to the boat owner(s) at the addresses provided in this Agreement. All terms and conditions of the Agreement applying to any release of liability, or indemnification for liability, will remain in full force and effect (even though by the terms herein, this storage agreement will have terminated or expired) until such time as the boat and trailer has been removed from the MWR Marina or other designated Federal property.

9. Patron agrees to indemnify and hold harmless the United States, the Department of the Navy, and its military, and civilian personnel from any liability in the leasing of mooring or storage facilities and use of any mooring or storage facility equipment. It is also expressly understood that Patron shall indemnify and hold harmless Navy Morale, Welfare and Recreation Division, the installation's Morale, Welfare and Recreation activity, the MWR Marina, and its personnel, in the event that negligence or other fault of the MWR Marina caused or contributed to the loss or claim. Additional considerations:

a. Mooring: Marina staff does not often inspect the mooring chains. Since mooring chains suffer from seawater corrosion and weaken over time, the boat owner is notified that even the Marina staff's periodic inspection of mooring chains cannot ensure safe mooring in all weather. Also, the underwater anchors for this mooring system have been known to move out of position under the pressure of tidal surges caused by inclement weather, especially when moored vessels tie up with mooring lines that are of insufficient in length to account for tidal surges. Therefore, anchors may not serve as adequate assurance against movements of your vessel, which could result in damages to your boat and other boats and property. Be advised that MWR mooring is available at below market rates. MWR Marina passes along the savings that result from reduced maintenance costs and payment of claims in the expectation that the Patron will obtain commercial insurance against MWR's potential negligence.

b. Haul-out/Launching: Haul out, storage, and launching service is also provided at below market rates. MWR Marina passes along the savings that result from the reduced maintenance costs and payment of claims in the expectation that the Patron will maintain insurance against our negligence. In consideration for this savings, the Patron expressly and knowingly agrees to defend and hold harmless from any liability whatsoever, direct or indirect, the United States, Department of the Navy, its military and civilian personnel, as well as Navy Morale, Welfare and Recreation Division, the installation's MWR activity, MWR Marina, and its personnel, for any negligent act or omission whatsoever with respect to any haul out, storage and launching service resulting in personal injury or property damage whatsoever, including damage to the vessel and its engines, tackle and appurtenances.

10. Patron warrants that subject vessel is and shall be maintained in a seaworthy condition, in full compliance with all governmental and regulatory requirements, and covered by customary marine **hull and machinery** insurance and **minimum** liability coverage of **\$100,000/\$300,000/\$50,000** during the course of this lease.

BOAT MOORING AND STORAGE AGREEMENT (CONTINUED)

SUPPORTING DIRECTIVE BUPERSINST 1710.11C

11. Patron further agrees to strictly follow the terms and conditions of this Agreement and the rules and regulations of the MWR Marina, which are incorporated by reference as though fully set forth herein. Patron further understands that any violation on the Patron's part, or Patron's agents, guests, and/or invitees and other persons, may constitute grounds for immediate termination of this Agreement at the option of the MWR Marina.

12. Patron agrees that in the case of a natural disaster, e.g., hurricane, typhoon, etc., vessel and trailer may be removed and relocated as circumstances dictate. While the MWR Marina will take reasonable measures to protect vessels moored at MWR facilities, the Patron shall be responsible for moving the vessel described above to a safe berth if time permits. Vessels not removed prior to a hurricane, or other natural disaster, of which the public has prior notice, shall be left at the facility at the Patron's personal risk.

13. This Agreement is governed by the admiralty and maritime laws of the United States of America and any and all disputes between the parties arising under this agreement shall be subject to the exclusive jurisdiction of the United States District Court for the Northern District of California (for Pacific Fleet Commands and facilities), or either the Southern District of New York or the Eastern District of Virginia (for Atlantic Fleet Commands and facilities, and all other Commands and facilities).

14. This agreement represents the parties' complete understanding of the entire agreement and no modification or alternation of this agreement may be made except in writing, and signed at the bottom by or on behalf of both parties.

15. By signing and dating this agreement, the MWR Marina and the Patron certify that each party has been provided a copy of the Agreement and advised to SPECIFICALLY READ ALL THE ITEMS HEREOF AND TO SEEK COMPETENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.

(DATE)

(OWNER)

(DATE)

(OWNER)

(DATE)

(OWNER)

(DATE)

(MWR Representative)

PRIVACY ACT STATEMENT

AUTHORITY: 5 U.S.C 301 Departmental Regulations and Executive Order 9397 (SSN).

PRINCIPAL PURPOSE: To document boat mooring and storage services provided by Morale, Welfare and Recreation (MWR) Marinas to MWR patrons, who request permission to moor/store their privately owned vessels, and to obtain an agreement from the MWR patron on the terms and conditions of this agreement.

ROUTINE USES: Used by MWR personnel to track boat mooring and storage services.

DISCLOSURE: Voluntary. However, failure to complete form may result in inability to obtain MWR boat mooring and storage services.